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BOOK 3321 PAGE 0097

MASTER DEED

of

PHILLIPS STREET CONDOMINIUM

We, MARIE E. DESCH and RICHARD M. GOLD, (hereinafter referred to as "Declarants"), being the sole owners of the land, together with the buildings thereon, located at 41 Phillips Street, Amherst, Hampshire County, Massachusetts, and being more particularly described below, do hereby, by duly executing and recording this Master Deed, submit the said land, together with the buildings and improvements thereon, to the provisions of Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A"), and do hereby create a condominium with respect to the said land, to be governed by and subject to the provisions of Chapter 183A; and to that end the Declarant declares and provides the following:

1. Name.

The name of the condominium shall be Phillips Street Condominium.

2. Management and Regulatory Organization.

The organization through which the owners of condominium units (the "Units") will manage and regulate the condominium is the Phillips Street Condominium Trust (the "Condominium Trust") under a Declaration of Trust executed this date and recorded herewith. The Condominium Trust constitutes an organization of which the owners of Units shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the Condominium common areas and facilities (the "Common Areas"), hereinafter defined, to which they are entitled hereunder.

The Declarants shall initially be the sole Trustees of the trust. The Trustees have enacted By-Laws (the "By-Laws"), which are set forth as Article V in the Condominium Trust, in accordance with the provisions of Chapter 183A. (Hereinafter the term "Trustees" shall refer to either the Declarants as Trustees or to successor Trustees.)

3. Description of Land.

The premises which constitute the condominium (the "Condominium") consists of certain real estate situated at 41 Phillips Street, Amherst, Hampshire County, Massachusetts, (the "Property") described in a deed from James M.

Plan Book 159 p24

Malandrinos to the Declarants dated June 3, 1983, and recorded in Hampshire County Registry of Deeds, Book 2354, Page 159. Said premises are more particularly bounded and described as stated on Exhibit A attached hereto and incorporated herein.

4. Description of the Buildings.

There is one (1) existing building: "The Building", a three (3) story structure containing two (2) apartments.

A. The Building is principally of brick and woodframe construction, on a stone foundation, with clapboard siding and shingled roof. It was built around 1912 as a one family building, and in 1986 was converted to two apartments: Units A and B.

Unit A consists of a 4 room one bathroom one story apartment located in the basement, entry from the rear of the main building.

Unit B consists of a 12 1/2 room, three bathroom, two story apartment occupying the upper three stories of the Building, plus a storage area beneath the East porch.

Unit A and B share a common utility room in the basement. Unit A has two entrances on the north side of the main building. Unit B has one entrance via the front porch and a separate entrance and outside staircase on the east side of the Building.

Units A and B are heated by a common oil-burning furnace located within common utility room in the the basement. Unit A also has baseboard electric heating. Unit B has and controls the thermostat. Unit A also has baseboard electric heating.

Units A and B are each served by an electric hot water heater. The hot water heaters are located in the common utility room.

Units A and B are each served by separately metered municipal water and sewer. The water meters for units A and B are located behind an access panel in a closet in the south-west corner of the basement.

5. Description of the Units.

A. The designation of each Unit, together with statements of its location, its approximate area, number of rooms, and the immediate common area to which it has access, are set forth in Exhibit B attached hereto and made a part hereof, as well as being shown on the floor plans of the Buildings referred to hereafter in paragraph 8.

B. Boundaries of Units A and B. The boundaries of each of the aforesaid Units with respect to the floors, ceiling, and the walls, doors and windows thereof are as follows:

(i) Floors: As to the lowest level of each Unit, the plane of the upper surface of the structural joists or beams, or, in the case of the basement, the upper surface of the concrete floor.

(ii) Ceilings: The plane of the lower surface of the structural joists or beams.

(iii) Exterior Building Walls, Doors, Windows and Skylights: As to exterior walls, the plane of the interior surface of the wall studs; as to doors, the plane of the exterior surface thereof; as to windows, including skylights, and doors containing glass, if any, the planes of the exterior surface of the window or panel frames; as to storm window glass and windows, the exterior surface of the storm window glass and frame.

(iv) Interior Walls: As to walls within Units, the entire thickness of the wall, but not load-bearing walls.

Provided, however, that no structural components of the Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Areas shall be deemed to be a part of said Unit.

B. Heating or Hot Water Equipment. Appurtenant to each Unit shall be the ownership of any furnace or hot water heater that provides heat or hot water separately and only to any such Unit whether such equipment is physically located within the Unit being served or located outside the Unit.

#### 6. Common Areas.

The common areas and facilities of the Condominium (hereinafter called the "Common Areas") consist of the Property, as defined above, exclusive of the Units, including, without limitation, the following:

(a) The land described in Paragraph 2 above, subject to rights, easements, restrictions and agreements, if any, so far as the same may be in force;

(b) The entire Building excluding any portions thereof included within the Units pursuant to the definition in Paragraph 5 above;

(c) The utility room at the center of the basement;

(d) All conduits, pipes, ducts, shafts, plumbing, wiring, and flues for the furnishing of utility services or waste removal service which are contained in the Main Building and all such facilities contained within any Unit, which serve parts of the Building, including Units other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees for maintenance, repair, and replacement;

(e) All other apparatus and installations existing in the Building for common use, or necessary or convenient to the existence, maintenance or safety of the Building; and

(f) All other items listed as such in Chapter 183A and located on the Property.

The Common Areas shall be subject to the provisions hereof and of the Trust, and to rules and regulations promulgated pursuant to the Trust with respect to the use thereof.

7. Unit Owners Interest in Common Areas.

The owners of each Unit shall be entitled to an undivided interest in the Common Areas set forth on Exhibit B attached hereto with the following exceptions:

The area to the north of the Building, between the Building and the parking area, is for the exclusive use of the unit owners of Unit A.

The percentages mentioned on Exhibit B have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date, and also taking into account the varying amounts of Common Areas and common services available to and utilized by the different Units.

Also appurtenant to each Unit are parking spaces exclusively allocated to such Unit by the Rules and Regulations of the Meadow Street Condominium pursuant to the provisions of the Meadow Street Condominium Trust.

8. Floor Plans.

There is recorded herewith a set of floor plans of The Building showing the layout, location, Unit designations and dimensions of the Units, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, Unit designations and dimensions of the Units as built.

9. Use of The Units.

The Buildings and each of the Units are intended for only those uses as may from time to time be permitted, or not prohibited, by ordinance of the Town of Amherst.

10. Restrictions on Use.

The following restrictions are imposed for the benefit of each Unit Owner and the Trustees of Meadow Street Condominium Trust and may be enforceable solely by them or any of them, insofar as permitted by law:

A. No use prohibited by ordinance of the Town of Amherst or other provisions of law may be made of any Unit.

B. No pets or other animals may be kept or housed except as expressly provided by the Rules and Regulations.

C. Without the prior written permission of a majority of the Trustees, surface parking areas shall not be used for parking or storage of trucks, commercial vehicles or unregistered vehicles and shall be used solely for registered private passenger cars and light trucks.

D. No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants of other Units or contrary to or inconsistent with the By-laws of Phillips Street Condominium Trust or of any Rules or Regulations from time to time adopted pursuant thereto.

E. Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior of his Unit in accordance with his own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and the implied use resulting from said designation set forth on the Plans to be filed herewith (subject however to the restrictions herein contained as to uses), or to prohibit the Owner of any Unit from modifying, removing and installing non-bearing walls which lie wholly within such Unit's interior or from remodeling of such Unit provided that any and all such work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor, if required by law.

11. Alterations to Common Areas Appurtenant to Units.

A. Notwithstanding other provisions herein to the contrary, the Owners of Units A and B shall have the right to make the following alterations to the Common Areas appurtenant to their Units and designated in Exhibit B attached to this Master Deed as being for their exclusive use:

(i) The Owner of Unit B may keep and maintain porches on the South and East sides of the Unit similar in design and materials to the porches now appurtenant to Unit B. The storage area beneath east porch is part of Unit B.

(ii) The Owner of Unit A may construct, keep and maintain a one story storage shed, such shed to be located on the existing concrete pad adjacent to the north-west corner of the Building, said shed not to exceed 50 square feet in floor area.

B. Any such alterations so made shall be subject to the following:

(i) All costs directly or indirectly caused by or related to the alterations shall be paid by the Unit Owner.

(ii) All work shall be done in a good and workmanlike manner.

12. Amendment of Master Deed-General.

In addition to the amendments referred to in Article 11 above, this Master Deed may be amended by an instrument in writing (a) signed by the owners of two (2) Units, and (b) signed and acknowledged by a majority of the Trustees, and (c) duly filed with the Hampshire County Registry of Deeds, provided however, that:

(i) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owner of the Unit so altered;

(ii) No instrument of amendment which alters the property lines between two contiguous Units or which alters that portion of the Common Areas which exist within the walls, floors, or ceilings of such contiguous Units shall be of any force or effect unless signed by the owners of all the Units (a) the property lines of which are being altered, or (b) which are immediately contiguous to that section of the floors, walls, floors, or ceilings in which the Common Areas are being altered, as the case may be; and such instrument of amendment need not be signed by any other unit owners if such instrument of amendment states that such alteration (a) will not jeopardize the soundness or safety of the building portion of the Condominium, and (b) will not adversely affect any other Units.

(iii) Except as provided hereinabove in Paragraph 11, no instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Areas shall be of any force or effect unless signed by the

Unit Owners entitled to one hundred percent (100%) of the undivided interest in the Common Areas; provided, however, that this subparagraph does not apply to any instrument of amendment executed in accordance with the provisions of subparagraph (ii) of this paragraph, if such instrument of amendment does not purport to increase or decrease or redefine the property herein as Common Areas;

(iv) No instrument of amendment affecting any Unit upon which there is a first mortgage of record held by a bank or insurance company or a purchase money first or second mortgage held by the Declarant shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

(v) No amendment shall be effective unless signed by a Declarant, as long as either or both Declarants own any of the Units.

(vi) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws shall be of any force or effect.

### 13. Encroachments.

If any portion of the Common Areas now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas, or if any such encroachment shall occur hereafter as a result of the manner in which the Building has been constructed, or settling or shifting of the Building, or alteration or repair to the Common Areas made by or with the consent of the Trust or as a result of repair or restoration of the Building or a Unit or the Common Areas by or with the consent of the Trust after damage by fire or other casualty, or by the action of any public authority or as a result of condemnation proceedings, a valid easement shall exist for the maintenance of such encroachment for so long as the Building stands.

### 14. Utilities and Other Common Areas Located Inside the Units.

Each Unit Owner shall have an easement appurtenant to its Unit to use all Common Areas located in any of the other Units or elsewhere on the Property and serving its Unit, such easement to be in common with the Owners of all other Units served by such Common Areas. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the Common Areas located in that Unit and serving such other Units. The Trust shall have a right of access to each Unit to inspect the same, to correct violations of the By-Laws, to maintain, repair and replace the Common Areas contained

therein or elsewhere in the building, and for any other purposes permitted by the By-Laws.

15. Beneficial Interest.

The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the right appertaining to such Unit hereunder, and (b) notify the trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the trustees and may be changed at any time from time to time by notice as aforesaid. In the absence of any such notice of designation, the trustees may designate any one such owner for such purposes.

16. Provisions for Protection of Mortgages.

Notwithstanding anything in the Master Deed, the By-Laws of the Condominium Trust, or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by a First Mortgagee:

A. In the event that the Unit Owners shall amend the Master Deed or the By-Laws of the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee;

B. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

C. Any First Mortgagee who obtains title to a Unit through foreclosure or pursuant to any other remedies



provided in its mortgage or by-law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

D. Except as provided by statute or in case of condemnation or substantial loss to the Units and/or Common Areas of the Condominium, unless all of the First Mortgagees, or Unit Owners (other than the Declarants), have given their prior written approval, the Trustees of the Condominium Trust shall not be entitled to:

(i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

(a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(b) determining the pro rata share of ownership of each Unit in the Common Areas;

(iii) partition or subdivide any Unit; or

(iv) by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas of the Condominium for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or such Common Areas.

E. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

F. In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to

such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas;

G. A First Mortgagee, upon request made to the Condominium Trust shall be entitled to:

(i) written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and

(v) receive prompt written notification from the Condominium Trust of any damage by fire or other casualty of the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas of the Condominium;

H. No agreement for professional management of the Condominium or any other contract with the declarants may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or more written notice.

The declarants intend that the provisions of this Paragraph 16 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium loans, and, except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Paragraph may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Hampshire County Registry of Deeds.

17. Units Subject to Master Deed, Unit Deeds, Condominium Trust.

All present and future owners, their employees, tenants, and visitors shall be subject to, and shall comply with the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the land as set forth above. The acceptance of a deed or conveyance or entering into possession of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the land are accepted and ratified by such owner, tenants, visitor, employee, or occupant; (b) all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (c) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit. The failure of any Unit Owner to comply with any of the provisions of the Master Deed, the Condominium Trust, the Rules and Regulations adopted pursuant to said Trust, and General Laws Chapter 183A shall give rise to a cause of action in the Trustee, and any aggrieved Unit Owner, which they may enforce in any manner permitted by law, including without limit by court action for injunctive relief and/or damages.

#### 18. Invalidity.

The invalidity of any provisions of the Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

#### 19. Waiver.

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

#### 20. References to Declarants.

Reference to Declarants shall be deemed to include their successors and assigns, as the case may be.

21. Conflicts.

This Master Deed is set forth to comply with the requirements of Chapter 183A. In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

Signed as a sealed instrument this 19th day of January, 1989.

PHILLIPS STREET CONDOMINIUM

By: Marie E. Desch  
Marie E. Desch

By: Richard M. Gold  
Richard M. Gold

THE COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

January 19, 1989

Then personally appeared the above-named Marie E. Desch and Richard M. Gold acknowledged the foregoing to be their free act and deed, before me

J.P.  
My commission expires: 8/11/93

EXHIBIT A

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Property Description

PHILLIPS STREET CONDOMINIUM

The land in Amherst, Hampshire County, Massachusetts, on the northerly side of Phillips Street, together with the buildings thereon, bounded and described as follows:

TRACT I: Beginning at a point on Phillips Street, it being the southwest corner or land now or formerly of Mrs. Mary Arvella Dyer and the southeast corner of premises conveyed; thence running northerly on land of said Dyer one hundred and fifty (150) feet to land now or formerly of S. A. Phillips; thence running westerly on land of said Phillips fifty-eight (58) feet and four (4) inches to land now or formerly of E. G. Perkins and wife; thence running southerly on land of said Perkins one hundred and fifty (150) feet to Phillips Street; thence running easterly on said Phillips Street fifty-eight (58) feet and four (4) inches to point of beginning. All points above described are indicated by iron pins driven into the ground. Being Lot No. 38 on plan recorded in Hampshire Registry of Deeds, Book 484, Page 31.

TRACT II: Beginning at an iron pin, at the southeast corner of land hereby conveyed, it being the northeast corner of Lot No. 39, on the plan hereinbefore mentioned, and thence running westerly along the North line of Lots No. 39 and 38 on said Plan, to an iron pin, eighty (80) feet; thence running northerly, along the east lines of Lots No. 35 and 34 on said Plan, to an iron pin, one hundred thirty-nine and one-half (139½) feet; thence running easterly along the north line of said Plan of Lots, to an iron pin, seventy-nine (79) feet; thence running southerly, to the point of beginning, one hundred forty-three and one-half (143½) feet; being the westerly part of the Lot No. 42 on plan recorded in Hampshire Registry of Deeds, Book 484, Page 31.

The second tract herein described is subject to the sewer and drain right of way described in the deed recorded in Book 738, Page 421, to which reference is hereby made.

SUBJECT TO a right of way across the southerly boundary east to west to Herbert A. Thompson.

For title of Grantor herein see deed of James M. Malandrinos, dated June 3, 1983, and recorded June 3, 1983 at Book 2354, Page 159, in the Hampshire County Registry of Deeds.

EXHIBIT BPHILLIPS STREET CONDOMINIUMDesignation of Units

<u>Unit Designation</u>	<u>Location</u>	<u>Area</u>	<u>Access to Common Areas</u>
A	Basement.	510 sq. ft., 4 rooms, including one bath.	Furnace, water heater, oil tank and water meter via Unit A.
B	First, second, and third floors, and storage beneath east porch.	2100 sq. ft., 12 1/2 rooms, including two baths. (storage and porches not in area calculation.)	Furnace, water heater, oil tank and water meter via Unit A.

Percent interest in common areasUnit Designation

A	20%
B	80%

## PHILLIPS STREET CONDOMINIUM TRUST

## Rules and Regulations

## I. Use of Unit

1. No Unit Owner shall do or permit to be done anything in or about his or her unit which will interfere with the rights, comfort, or convenience of other Unit Owners, it being the intent that Phillips Street Condominium shall be a peaceful and tranquil environment.

2. Each Unit Owner shall keep his or her unit to which he or she has sole access in a good state of preservation and cleanliness.

3. Owners shall not cause or permit anything to be hung, affixed, attached, or displayed on the outside of windows, or placed on the outside walls, roofs or doors, and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors, roof, or any part thereof or exposed on or at any window, except with the consent of the Trustees.

4. Nothing shall be done in any unit or in, on, or to the common areas or facilities which will impair the structural integrity of the Building or which would structurally change the Building, except with the consent of the Trustees.

5. Garbage and refuse from the units shall be disposed of only in such manner as the Trustees may direct.

6. No animals shall be maintained on or about the premises except with the unanimous written approval of the Trustees.

7. No exterior clotheslines shall be maintained or used on the premises without the unanimous written consent of the Trustees.

## II. Use of Common Areas and Common Facilities of the Condominium.

1. There shall be no obstruction of the non-exclusive common areas or facilities nor shall anything be stored in such areas or facilities except in accordance with Section

11 of the Master Deed, or with the prior written consent of the Trustees. Storage shall be at the sole risk of the person storing the materials.

2. The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the common elements caused by such Unit Owner or by his or her family, tenants, servants, employees, or visitors by their willful or negligent use, misuse, or abuse of those systems or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such unit and the Unit Owner shall be personally liable therefor.

3. The Trustees may by vote designate certain portions of the common area appurtenant to individual Units as private areas for the exclusive use and enjoyment by the occupants of each respective Unit.

### III. Actions of the Unit Owners

1. No noxious or offensive activities shall be carried on in any unit, including the creation of noise, odor, and vibration, or in the common areas or common facilities of the Condominium; nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the Building by him or her, his or her family, his or her tenants, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate, or suffer to be operated, a phonograph, television set, or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, The Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the Town of Amherst, and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. Unit Owners shall be held responsible for the actions of their children, tenants, licensees, occupants, guests and invitees.



#### IV. Insurance

1. Nothing shall be done or kept which will increase the rate of insurance on the Buildings, or contents thereof, without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his or her unit, or in the common areas or common facilities which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

2. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association, or other insurance inspection or rating bureau having jurisdiction thereto, and with the rules and regulations contained in any fire insurance policy upon any building of the Condominium or the property contained therein.

3. Damage by fire or accident affecting the unit, common areas or common facilities, or the liability of the Unit Owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.

#### V. Motor Vehicles

1. The parking area shall not be used for any purpose other than to park duly registered, operable passenger automobiles, excluding specifically trailers or boats and trucks and commercial vehicles, unless same are on the premises for business purposes. No automobile shall be parked in such manner as to impede or prevent ready access to another owner's parking space.

2. No unregistered automobiles or other vehicles may be stored or parked on any of the common areas of the Condominium.

3. Parking spaces are hereby allocated as follows: The spaces are numbered sequentially beginning with the space closest to the Building

##### Space No.

##### Allocation

1 & 2

To be used exclusively by the occupant(s) of or visitors to Unit A

3,4,5 & 6

To be used exclusively by the occupant(s) of or visitors to Unit B

VI. General

1. No part of the common areas or common facilities of the Condominium shall be used for other than the purposes to which such part was designed or designated.
2. The recreational facilities, if any, are for the exclusive use of Owners of Units, their families, their tenants and their invited guests, and all such recreational facilities shall be used in accordance with rules and regulations adopted by the Trustees.

VII. Administration

1. Any consent or approval given under these rules and regulations may be added to, amended, or revoked at any time by the Trustees.
2. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.
3. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and the Trustees accept no responsibility for any payments made to unauthorized persons.
4. These rules and regulations (including the rules and regulations relating to recreational facilities of the Condominium) may, from time to time, be amended, modified, rescinded, or otherwise changed by the Trustees, and other rules and regulations may be adopted by the Trustees; provided, however, a Unit Owner shall not be bound by such amendment, modification, or change until said Unit Owner has notice of such change. For purposes hereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.

Hampshire ss. Jan 19 1989 at 2 o'clock and 35 minutes P.M., Rec'd ent'd 2nd  
(DAY) exam'd with Hampshire Reg. of Deeds, Book 3321 Page 97

Attest  
REGISTER